

<b>AWARD/CONTRACT</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4		<b>Page</b> 1 <b>Of</b> 29	
<b>2. Contract (Proc. Inst. Ident) No.</b> DAAE07-03-C-L149		<b>3. Effective Date</b> 2003DEC12		<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE			
<b>5. Issued By</b> TACOM WARREN BLDG 231 AMSTA-AQ-ABGD PAUL VESELENAK (586)574-7632 WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL  <b>e-mail address:</b> VESELENP@TACOM.ARMY.MIL		<b>Code</b> W56HZV		<b>6. Administered By (If Other Than Item 5)</b> DCMA SEATTLE CORPORATE CAMPUS EAST III 3009 112TH AVE., NE, SUITE 200 BELLEVUE WA 98004-8019  <b>SCD</b> C <b>PAS</b> NONE <b>ADP</b> PT HQ0339		<b>Code</b> S4801A	
<b>7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)</b> ALKAN SHELTER, LLC 3775 S. CUSHMAN STREET FAIRBANKS, AK. 99701-7527   TYPE BUSINESS: Other Small Business Performing in U.S.				<b>8. Delivery</b> <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
				<b>9. Discount For Prompt Payment</b>			
				<b>10. Submit Invoices (4 Copies Unless Otherwise Specified)</b>		<b>Item</b> 12	
<b>Code</b> 3DS56 <b>Facility Code</b>				<b>To The Address Shown In:</b>			
<b>11. Ship To/Mark For</b> SEE SCHEDULE		<b>Code</b>		<b>12. Payment Will Be Made By</b> DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381		<b>Code</b> HQ0339	
<b>13. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				<b>14. Accounting And Appropriation Data</b> ACRN: AA 21 32040000036D7675P622601255Y S20113 W56HZV			
<b>15A. Item No.</b> SEE SCHEDULE		<b>15B. Schedule Of Supplies/Services</b> CONTRACT TYPE: Cost-Plus-Fixed-Fee		<b>15C. Quantity</b>		<b>15D. Unit</b>	
				<b>15E. Unit Price</b>		<b>15F. Amount</b>	
				KIND OF CONTRACT: Research and Development Contracts			
<b>15G. Total Amount Of Contract</b>						\$50,000.00	
<b>16. Table Of Contents</b>							
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Contracting Officer Will Complete Item 17 Or 18 As Applicable							
<b>17.</b> <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				<b>18.</b> <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
<b>19A. Name And Title Of Signer (Type Or Print)</b>				<b>20A. Name Of Contracting Officer</b> JOHN M. HOPFNER HOPFNERJ@TACOM.ARMY.MIL (586)574-7070			
<b>19B. Name of Contractor</b>  <b>By</b> _____ (Signature of person authorized to sign)		<b>19c. Date Signed</b>		<b>20B. United States Of America</b>  <b>By</b> _____/SIGNED/ (Signature of Contracting Officer)		<b>20C. Date Signed</b> 2003DEC12	

Name of Offeror or Contractor: ALKAN SHELTER, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: MLTT SYSTEM - PHASE I SECURITY CLASS: Unclassified</p> <p>The contractor shall furnish all the supplies and services to accomplish the Section C Scope of Work relating to Phase I, Provision C.2.</p> <p>(End of narrative B001)</p> <p>The following estimated cost and fixed fee will apply to CLIN 0001, the Phase I effort listed in C.2:</p> <p>Estimated Cost: \$ 50,000.00 Fixed Fee: \$ 0.00</p> <p>As indicated just above, there is no fixed fee for CLIN 0001, the Phase I effort.</p> <p>(End of narrative B001)</p>				
0001AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: MODULAR LOGISTICS TRANSP TECH PRON: E132C493EH PRON AMD: 01 ACRN: AA AMS CD: 622601H7711</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 10-MAY-2004</p> <p>\$ 50,000.00</p>				\$ 50,000.00
0002	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: MLTT - PHASE II SECURITY CLASS: Unclassified</p> <p>The contractor shall furnish all the supplies and services to accomplish the Section C Scope of Work</p>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>relating to Phase II, Provision C.3. Phase II will begin immediately completion of the Phase I effort on 10 May 04, as long as adequate funding has been provided by that time for performance of the Phase II effort. Phase II will be 12 months long.</p> <p>(End of narrative B001)</p> <p>The following estimated cost and fixed fee will apply to CLIN 0002, the Phase II effort listed in C.3.</p> <p>Estimated Cost: \$927,412.93 Fixed Fee: \$ 22,587.07</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				
0003	<p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p>				
A001	<p><u>DATA ITEM</u></p> <p>NOUN: PROGRESS REPORT SECURITY CLASS: Unclassified</p> <p>Progress Reports in accordance with Data Item A001, Exhibit A of the contract.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **
A002	<p><u>DATA ITEM</u></p> <p>NOUN: FINAL REPORT SECURITY CLASS: Unclassified</p> <p>Final Report in accordance with Data Item A002, Exhibit A, of the contract.</p> <p>(End of narrative B001)</p>			\$ ** NSP **	\$ ** NSP **

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A003	<p><u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination</p> <p><u>DATA ITEM</u></p> <p>NOUN: MEETING MINUTES SECURITY CLASS: Unclassified</p> <p>Meeting Minutes in accordance with Data Item A003, Exhibit A, of the contract.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination</p>			\$** NSP **	\$** NSP **

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B.1 TYPE OF CONTRACT

This contract is awarded as a Cost Plus Fixed Fee (CPFF) contract, although the parties have agreed that CLIN 0001 which includes the Phase I effort and involves a small portion of the overall total contract amount, will only include estimated costs and not include any fixed fee. The contract focuses on conducting research to determine how to develop a system of transporting a variety of different items over a considerable distance (such as in containers) in an efficient, safe, and cost effective manner which will allow the items being shipped to be tracked and monitored while in transit. This system is referred to as a Modular Logistics Transportation Technology (MLTT) system. The contract, as described in the Section C Scope of Work, is divided into 2 efforts, Phase I and Phase II. Phase I is funded at time of award of the basic contract while Phase II is planned to be incrementally funded as FY 04 funds become available. Phase I involves collecting data and information on existing MLTT systems. Phase II involves designing, constructing, and testing a recommended MLTT system based on the information gathered in the Phase I effort.

B.2 CONTRACT PERFORMANCE PERIOD

The contract period of performance will be from contract award in Dec 03 to 10 May 05 . Phase I, as set forth in C.2, will be from contract award to 10 May 04. Phase II, as set forth in C.3, will be from the end of Phase I to 10 May 05.

B.3 ESTIMATED COST AND PAYMENT

B.3.1 The estimated cost for payment of performance of Phase I is \$50,000.00 which shall constitute the estimated cost for Phase I for the purpose of the contract clause in Section I entitled "Limitation of Funds" (FAR 52.232-22). The parties agree that no fixed fee will be paid under Phase I, and further, that the contractor will invoice no more than \$50,000.00 in total for all costs associated with Phase I work. The reimbursement of cost in the maximum amount of \$50,000 shall constitute full and complete consideration for the contractor's services in connection with the work required and performed under Phase I.

B.3.2 The estimated cost for payment of performance of Phase II is \$927,412.93 which shall constitute the estimated cost for Phase II for the purpose of the contract clause in Section I entitled "Limitation of Funds" (FAR 52.232-22). The parties agree that the contractor will be paid the fixed fee of \$22,587.07 for performance of Phase II, in accordance with the Section I clause entitled "Fixed Fee" (FAR 52.216-8). The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the contractor's services in connection with the work required and performed under Phase II.

B.3.3 Allowable cost shall be determined and payment thereof shall be provided, in accordance with the Section I contract clause entitled "Allowable Cost and Payment" (FAR 52.216-7).

B.4 PAYMENT

The contractor shall submit public vouchers on a monthly basis for payment under this contract. The fee due under Phase II will be payable at time of reimbursement of cost at the same rate as the total fee of this contract bears to the total estimated cost of Phase II thereof, subject to any withholding pursuant to provisions of this contract.

B.5 FUNDING

B.5.1 The government shall provide funds under this contract covering the estimated cost and fee hereof on an incremental basis as provided for in the following fund schedule and pursuant to the contract clause in Section I entitled "Limitation of Funds" (FAR 52.232-22). The parties agree that the government may add such incremental funding by executing one or more unilateral modifications to the contract. It is estimated that the incremental amounts are sufficient for the performance of work in both Phase I and Phase II. The contractor shall so plan and execute the work required by this contract so as to expend and/or commit funds compatible with the schedule set forth below. Whenever the contractor has reason to believe that the funds allotted to this contract for any fiscal year or Phase of the contract are either insufficient or excessive for the performance of work required in that fiscal year or Phase, the Government shall be so notified.

B.5.2 The funding schedule is as follows:

<u>Performance Period</u>	<u>Amount</u>
Award to May 04	\$ 50,000 (Phase I)
May 04 to May 05	\$ 950,000 (Phase II)

B.5.3 Notwithstanding the above funding schedule, the contractor is not required to perform on the contract unless funding exists to pay for his performance. For example, if no funding has been added to the contract to pay for the contractor's performance of the Phase II portion of the contract the contractor is under no obligation to perform Phase II until or unless adequate funding to pay for performance of Phase II has first been added to the contract.

B.6 FUNDS ALLOTTED

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An amount of \$50,000 has been obligated at time of contract award to fund the contractor's performance of Phase I. The remaining amount of \$950,000 required to fund the contractor's performance of Phase II has been scheduled to be added to the contract in accordance with the funding schedule set forth in B.5.2.

\*\*\* END OF NARRATIVE B 001 \*\*\*

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT  
SCOPE OF WORK

The contractor, acting as an independent contractor and not as agent of the government, shall provide the necessary personnel, facilities, materials and services to perform the specific tasks listed in the Scope of Work below.

C.1 Purpose/Objective

The objective of this scope of work is to design, develop, and demonstrate a Modular Logistics Transport Technology (MLTT) system for potential future use by, or in conjunction with, military ground vehicles. This project will address current Material Handling Systems, Material Handling Equipment, Material for Manufacturing, Material Candidates, as well as Tracking and Identification Technology. The project will be divided into 2 phases: Phase I and Phase II. Phase I will last from contract award in Dec 03 until 10 May 04 and will involve collecting and analyzing data and information which can then be used to help recommend a single MLTT system in Phase II. Phase II will last from the end of Phase I until 10 May 05 and will involve selecting one recommended Modular Logistics Transport and Technology system based on the data collected and analyzed in Phase I. A mock-up of this recommended MLTT will then be constructed in Phase II, limited materials testing will then be performed and a final report will be issued summarizing the overall results of this project.

C.2 Phase I - Overview

The contractor shall collect and analyze data/information in Phase I regarding the following five components of MLTTs:

- (i) Material Handling Systems
- (ii) Material Handling Equipment
- (iii) Material
- (iv) Material Candidates
- (v) Tracking and Identification Technologies

C.2.1 Material Handling Systems

The contractor shall collect detailed information on logistical equipment to determine the scope of existing material handling systems and to identify the challenges they face. The contractor will collect this detailed information by reviewing existing research materials including U.S. Military reports, studies, analyses, and data on packaging, deployment, and dispersal in logistical handling systems. The contractor shall also collect information by conducting interviews with the logistical and materials handling staff of the appropriate user groups including such groups as the Army logisticians within TACOM, the Military Traffic Management Command, the Transportation Engineering Agency at Newport News, VA, and the Director of Packages/Logistics at Picatinny Arsenal.

C.2.2 Material Handling Equipment

The contractor shall collect and analyze data pertaining to the following material handling equipment issues to help select optimal material handling devices:

- a) Map the flow of material with estimated weights, locations relative to handling equipment, and physical size.
- b) Consider how to optimize equipment through use of multiple systems, such as jack legs, rollbacks, and cranes working in concert on a single vehicle or small team of vehicles.
- c) Resolve which types of cranes work best with the various proposed approaches.
- d) Identify capacity requirements, for example foot pounds and required winch capacity.
- e) Examine the trade-offs of composite versus traditional(mild and high-tensile steel) construction, including cost versus weight savings.
- f) Determine the right balance between use of telescopic and articulating cranes, focusing on simplicity versus flexibility.
- g) Review material handling system regardless of environment, including outriggers and stability considerations.
- h) Evaluate the number of cranes required, and consider whether cranes could be moved into different vehicle mounting bases to reduce the required number.
- i) Assess variable attachments to increase and optimize flexibility, such as slings, rotation grapple/knuckle, and special attachments.
- j) Develop ideas about how to adapt the container with special attachment points for optimal crane interface.
- k) Determine whether the crane will travel with the ISO container or mini-container (1/3), or if it will stay with the truck.
- l) Examine the type of body platform ISO containers will sit on. For example, can individual 1/3 ISO-size containers be brought to the crane on a "live floor" equipped flatbed, or will the crane need to span the entire distance?
- m) Minimize personnel required to erect and operate crane and modules.
- n) Identify a target cycle time for setup (assembly), load/unload, and disassembly.
- o) Decide whether the breakdown of the crane into man-liftable sub-components is a key consideration.
- p) Assess the special storage needs of the material handling equipment. Will the crane be stowed in a knock-down state or will it remain at-the-ready? What space will be available for storage if it is required?

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- q) Choose a crane mounting location to optimize vehicle CG and cargo capacity.

The contractor will determine the best combination of equipment and its general specifications - such as articulating cranes roll-back trailers, and adjustable jack legs. For any articulating or telescopic crane the goal will be to keep the selected equipment extremely flexible (ie. multi-purpose) and quite possibly shared between a team of material handling vehicles.

#### C.2.3 Material for Manufacturing Material Characteristics

The contractor shall identify the desired characteristics for materials needed for manufacturing a MLTT system by focusing on the following attributes:

- (i) Lightweight: minimize weight yet permit higher deliverable payload and less fuel consumption
- (ii) Structurally Strong: capable of sustaining large loads, rough handling, and more efficient stacking capabilities
- (iii) Reduced Material Volume: increase the useable storage space for supplies
- (iv) Leak Proof and Rust Proof: lower inventory loss from weather damage
- (v) Climatic Conditions: unaffected by heat or cold, allow successful transport in all climatic conditions
- (vi) Low Cost: competitive in cost with with other comparable systems

#### C.2.4 Material Candidates

The contractor shall examine the following materials to determine their suitability as candidates for use in a proposed MLTT system.

- (i) Cored Composite Materials
- (ii) Carbon Fiber Materials
- (iii) Closed Cell Foam Materials
- (iv) Fabric and Resin Materials
- (v) Sandwiform
- (vi) Moldite

#### C.2.5 Tracking and Identification Technologies

The contractor shall evaluate the following tracking and identification technologies for potential use in the MLTT system:

- (i) Radio Frequency Identification Tags (RFID)
- (ii) X-Ray and Gamma Ray Detectors
- (iii) Ultrasound

#### C.2.6 Start of Work Meeting

A Start of Work Meeting will be held within twenty (20) days of contract award at TACOM. The contractor shall prepare and submit Start of Work Meeting Minutes in accordance with Data Item A003, Exhibit A, within seven (7) days after the meeting.

#### C.2.7 Phase I Travel

The contractor shall make a minimum of 3 total trips and a maximum of 6 total trips to government installations and/or subcontractor facilities during Phase I including a minimum of one (1) trip to TACOM for the Start of Work Meeting

#### C.2.8 Progress Report

The contractor shall submit a progress report 60 days after award of the contract, in accordance with Data Item A001, Exhibit A, which summarizes the technical progress. This progress report will include the information obtained from reports, studies, analyses, and data obtained from the U.S.military and the results of interviews with users. The progress report will identify challenges in existing material handling systems, material handling equipment, manufacturing material choices to include material characteristics, material candidates, and tracking and identification technologies.

#### C.2.9 Phase I Final Report

The contractor will submit a draft Phase I Final Report, in accordance with Data Item A002, Exhibit A, by 10 Apr 04. The government will have 15 days to review the draft Final Report. The contractor will then submit a Phase I Final Report by 10 May 04. The Phase I Final Report will describe in detail the results of the research conducted thus far including any significant issues, problems, and accomplishments. A focus of the Phase I Final Report will be presenting the information and analysis which will be pertinent to recommending a specific proposed Modular Logistics Transportation Technology system in Phase II taking into account the data and



<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE07-03-C-L149      <b>MOD/AMD</b></p>	<p align="right"><b>Page</b> 9 <b>of</b> 29</p>
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information obtained in Phase I regarding: Materials Handling Systems, Materials Handling Equipment, Materials, Material Candidates, and Tracking and Identification Technologies. The Final Report will include concept drawings of potential systems, review and analysis of container tracking and identification systems, review and analysis of existing logistics handling systems and proposed testing requirements for a MLTT system which will be recommended in Phase II. Finally, the Phase I Final Report shall include test procedures which will be applied to the MLTT system which will be proposed and recommended in the Phase II portion of this scope of work (see C.3).

C.2.10 Phase I Period of Performance

Phase I will be completed by 30 Apr 04.

C.2.11 Phase I Deliverables

The contractor shall provide the following required deliverables under Phase I:

- a) Start of Work Meeting Minutes submitted within seven (7) days after the Phase I Start of Work Meeting, submitted in accordance with Data Item A003, Exhibit A.
- b) Progress Report submitted 60 days after award of the contract in accordance with Data Item A002, Exhibit A.
- c) Phase I draft Final Report submitted by 30 Mar 04, in accordance with Data Item A002, Exhibit A, and C.2.9.including, but not limited to, the following specific items:
  - (1) Concept drawings of at least 2 potential MLTT systems
  - (2) Review/analysis of potential materials including performance and cost data
  - (3) Review/analysis of container/material tracking and identification systems which will include technical performance data
  - (4) Review/analysis of existing logistics handling systems including equipment capabilities, specifications, and photos.
  - (5) Recommended testing requirements for Phase II container/hardware
- d) Phase I Final Report submitted by 30 Apr 04, and after receipt of the government's comments on the draft Final Report, in accordance with Data Item A002, Exhibit A and C.2.9.

C.3 PHASE II -\_Overview

Phase II will be funded on an incremental basis, as set forth in Section B of the contract. The contractor shall not begin any work under Phase II, including the specific tasks set forth in C.3 until or unless the incremental funding for Phase II, as set forth in the funding schedule listed in Provision B.5.2 has been added to the contract by the government to fund performance under Phase II. During Phase II the contractor shall perform the following key actions:

- a) Recommend one specific MLTT system based on his analysis of the data/information collected in Phase I.
- b) Construct a mock-up of the recommended MLTT system
- c) Conduct limited materials testing related to the recommended MLTT system to determine the suitability of design and performance for possible future applications.
- d) Submit a Final Report which provides a detailed description of the results of the Phase II effort and research including any significant findings, issues, accomplishments, problems, and recommendations.

C.3.1 Material Handling Systems

The contractor shall establish criteria for selecting a specific Modular Logistics Transportation System (MLTT) and then perform a detailed analysis of system alternatives to recommend one specific MLTT system.

C.3.2 Material Handling Equipment

The contractor shall design and select the material handling equipment which will be used with the recommended MLTT. The contractor shall take into account the degree to which off the shelf equipment will be suitable versus the need for custom-designed material handling equipment. Designs and specifications from the commercial market will be used, such as ASME B30.5 as much as practical, and efforts will be adapted whenever possible to reduce development, testing, and operating costs. The contractor's development team will work to determine the appropriate safety systems for each piece of equipment such as, for example, the crane overload system. The contractor shall address the following material handling issues in preparing the specifications for a single recommended MLTT system:

- a) Perform limited Finite Element Analysis for major components of the conceptual design.

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- b) Research special materials and apply results to design.
- c) Develop anti-tip devices and warning systems related to outrigger use and vehicle stability.
- d) Decide whether radio or corded control systems are preferable.
- e) Plan overload protection systems, for example European-style computer-controlled ECM, winch lift limiting device and pressure overload switch.
- f) Identify how to best secure crane for harsh off-road conditions, including vibration and impact loadings.
- g) Specify operational noise limitation requirements.
- h) Choose hydraulic and/or electric (DC) components for severe temperature ranges, service duty, cost, reliability, and ease of maintenance.
- i) Ascertain power source, such as PTO, electric hydraulic pump, or electric only. Resolve whether the vehicle engine will be running during operation of the crane.
- j) Establish preventative maintenance and predictive maintenance needs. Resolve whether usage need to be tracked.
- k) Take into account in the design, mistake proof product safety and ergonomic considerations. For example the ability to withstand operator errors, minimize pinch points, and prevent the crane from damaging the vehicle.

C.3.3 Material for Manufacturing

The contractor will utilize the information on material characteristics obtained in Phase I of this effort to help select the best material for designing improved packaging and handling of high-value Army material for the recommended MLTT system. Strength, robustness,safety, formability, and freedom from in-use deterioration will be addressed in selecting materials.

C.3.4 Materials Testing

The contractor will conduct testing based on the test procedures formulated in Phase I, per C.2.9.

C.3.5 Mock-Up

The contractor shall construct a full scale mock up of the recommended MLTT system.

C.3.6 Phase II Start of Work Meeting

A Start of Work Meeting will be held within twenty (20) days of the start of work on Phase II at TACOM. The contractor shall prepare and submit Start of Work Meeting Minutes within seven (7) days of the Phase II Start of Work Meeting, in accordance with Data Item A003, Exhibit A.

C.3.7 Phase II Progress Meetings

Progress meetings will be held every 120 days between the government and the contractor during Phase II, beginning 120 days after the start of Phase II. There will be at least 3 Progress Meetings with at least two of them held at the contractor's facility and at least one of them being held at TACOM. The purpose of these meetings will be to assess the overall progress made to date on the contract, share information, and identify problems that need to be addressed. The contractor will submit Meeting Minutes to the government COR (COTR) within 7 days after completion of each of these progress meetings, in accordance with Data Item A003, Exhibit A.

C.3.8 Phase II Progress Reports

The contractor will submit Progress Reports every 60 days during Phase II, in accordance with Data Item A001, Exhibit A, with the first such report due 60 days after the beginning of Phase II. These Progress Reports will report on the cost expenditures to date, including the expenditures since the last Progress Report. These reports will also report on the overall technical progress of the contract including any significant issues, problems, and accomplishments. However, no Progress Report will be required at the end of the Phase II effort, when the contractor will be required to submit a Final Report.

C.3.9 Phase II Final Report

The contractor shall submit a draft Final Report by 10 Apr 05, in accordance with Data Item A002, Exhibit A. The government will evaluate that draft report and provide comments back to the contractor within fifteen (15) days. The contractor shall submit the Phase

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II Final Report by 10 May 05. The Phase II Final Report will provide a detailed description of the results of the research conducted under this contract. This detailed description will include the problems, findings, and recommendations pertaining to the construction, testing and performance of the recommended Modular Logistics Transport Technology system developed under this contract. The Phase II Final Report shall also include a description of all materials and equipment developed or purchased under this contract with government funds which are due to be delivered to the government at contract completion, in accordance with C.3.12.

C.3.10 Phase II Travel

The contractor will make the following trips under Phase II: a minimum of 8 total trips and a maximum of 10 total trips including trips to TACOM, to other government installations and to subcontractors. At least 2 of the Phase II trips will be to TACOM - one for the Phase II Start of Work meeting and one for a Progress Meeting.

C.3.11 Phase II Period of Performance

Phase II will begin immediately upon the completion of Phase I on 10 May 04 and will last until 10 May 05, based upon the condition that adequate funds for performance of Phase II have been received on, or before, 10 May 04. The contractor shall not commence work on Phase II unless, or until, adequate funds have been received for performance of Phase II as set forth in the schedule listed in Provision B.5.2.

C.3.12 Phase II Deliverables

The contractor will provide the following deliverables under Phase II:

- a) The contractor shall submit Phase II Start of Work Meeting Minutes within 7 days after the Phase II Start of Work Meeting, in accordance with Data Item A003, Exhibit A and Provision C.3.6.
- b) The contractor shall submit Progress Meeting Minutes within 7 days after each Phase II Progress Meeting, in accordance with Data Item A003, Exhibit A, and C.3.7.
- c) The contractor shall submit Progress Reports every 60 days during Phase II, beginning 60 days after the start of Phase II, in accordance with Data Item A001, Exhibit A and C.3.8.
- d) The contractor shall submit a draft Phase II Final Report by 10 Apr 05 in accordance with Data Item A002, Exhibit A, and C.3.9.
- e) The contractor will submit the Phase II Final Report by 10 May 05, in accordance with Data Item A002, Exhibit A, and C.3.9, after receipt of government comments on the draft Phase II Final Report.
- f) The contractor will deliver, at contract completion, one (1) full-scale container mock-up and the MLTT system to the government COTR at the address listed in the Section G "Communications" clause, unless another destination is specified by the government.
- g) The contractor will deliver at contract completion those materials or equipment purchased or developed under this contract at the government's expense and listed on the Final Report in accordance with C.3.9, to the government COTR at the address listed in the Section G "Communications" clause.

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SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND PACKING

Any hardware deliverables that may be due under this contract shall be packaged and packed in accordance with standard commercial practice in order to ensure safe arrival at the destination listed for the Contracting Officer's Technical Representative (COTR) in the Section G clause entitled "Communications", without damage or loss.

D.2 MARKING

Any hardware deliverables and reports that may be due under this contract shall be marked and identified with the name and address of the prime contractor as well as with the contract number.

\*\*\* END OF NARRATIVE D 001 \*\*\*

Name of Offeror or Contractor: ALKAN SHELTER, LLC

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR/1984
E-2	52.246-4030 (TACOM)	INSPECTION POINT: DESTINATION	AUG/1994

We'll make our Procurement Quality Assurance inspection at the destination(s) listed in the Schedule. We'll be checking the supplies to make sure they conform with applicable drawings and specifications.

[End of Clause]

E-3	52.246-4031 (TACOM)	ACCEPTANCE POINT: DESTINATION	AUG/1994
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The Government will accept the supplies at the destination(s) listed in the Schedule.

[End of Clause]

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SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.227-4002 (TACOM)	DATA (SOFTWARE)	APR/1985

All data deliverable under this contract shall be delivered in accordance with the quantities and schedules as specified on the Contract Data Requirements List (CDRL) DD Form 1423, and shall be delivered F.O.B. Destination to the following address:

Commander  
 US Army Tank-automotive and Armaments Command  
 ATTN: (See DD Form 1423, Block 14)  
 Warren, MI 48397-5000

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F-5 DATA

All data deliverables under this contract shall be delivered electronically to the addressees and email addressess specified on the Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A.

F-6 PERIOD OF PERFORMANCE

All work performed under this contract shall be completed by 10 May 05.

F-7 DELIVERABLES

The contractor shall provide the following deliverables under the contract for Phase I and Phase II respectively:

F.7.1 Phase I Deliverables

The contractor shall provide the following deliverables under Phase I in accordance with Provision C.2.11:

- a) Start of Work Meeting Minutes submitted within seven (7) days after the Phase I Start of Work Meeting, in accordance with Data Item A003, Exhibit A and C.2.6.
- b) Progress Report submitted 60 days after award of the contract, in accordance with Data Item A001, Exhibit A and C.2.8.
- c) Phase I draft Final Report submitted by 10 Apr 04, in accordance with Data Item A002, Exhibit A, and C.2.9.
- d) Phase I Final Report submitted by 10 May 04, in accordance with Data Item A002, Exhibit A and C.2.9.

F.7.2 Phase II Deliverables

The contractor shall provide the following deliverables under Phase II in accordance with Provision C.3.12:

- a) Start of Work Meeting Minutes submitted within seven (7) after the Phase II Start of Work Meeting, in accordance with Data Item A003, Exhibit A and C.3.6.
- b) Progress Meeting Minutes submitted within 7 days after Phase II Progress Meetings, in accordance with Data Item A003, Exhibit A, and C.3.7.
- c) Progress Reports submitted every 60 days beginning 60 days after the start of Phase II in accordance with Data Item A001, Exhibit A, and C.3.8.
- d) Phase II draft Final Report submitted by 10 Apr 05, in accordance with Data Item A002, Exhibit A and C.3.9.
- e) Phase II Final Report submitted after receipt of government comments on the draft Phase II Final Report, by 10 May 05, in accordance with Data Item A002, Exhibit A, and C.3.9.
- f) Deliver one (1) full-scale container mock-up and the MLTT system at contract completion, in accordance with C.3.12.
- g) Deliver any other equipment or materials developed or purchased under this contract with government funds at contract completion in accordance with C.3.12.

\*\*\* END OF NARRATIVE F 001 \*\*\*

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/	OBLG					JOB ORDER	ACCOUNTING	OBLIGATED
<u>ITEM</u>	<u>MIPR</u>	<u>ACRN</u> <u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>				<u>NUMBER</u>	<u>STATION</u>	<u>AMOUNT</u>
0001AA	E132C493EH	AA 1	21 32040000036D7675P622601255Y S20113				32C493	W56HZV \$	50,000.00
	622601H7711								
								TOTAL \$	50,000.00

SERVICE <u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>				<u>ACCOUNTING STATION</u>		<u>OBLIGATED AMOUNT</u>
Army	AA	21 32040000036D7675P622601255Y S20113				W56HZV	\$	50,000.00
							TOTAL \$	50,000.00

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.242-4016	COMMUNICATIONS	MAY/2000
	(TACOM)		

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: U.S. TACOM  
ATTN: Mr. Robert Pisarski (AMSTA-TR-N), MS 289  
Bldg. 200  
Warren, MI 48397-5000

e-mail: pisarskr@tacom.army.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Ms. Norma C James  
DCMA Seattle  
Corporate Campus East III  
3009 112th Avenue., NE Suite 200  
Bellevue, WA 98004-8019  
  
e-mail: Norma.James@dcma.mil  
Phone: (425) 889-7308

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3	52.232-4005	INVOICE INFORMATION REQUIREMENT	JAN/1988
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(TACOM)  
On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

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G-4 CONTRACTOR: SPECIAL BILLING INSTRUCTIONS

G.4.1 The contractor shall bill to the six-digit SubCLIN and ACRN in accordance with FAR 52.232-4005 ("Invoice Information Requirements").

G.4.2 If multiple SubCLINs exist on the same 4-digit major CLIN the contractor shall determine which six-digit SubCLIN contains the oldest fiscal year money and invoice against the SubCLIN containing the oldest money, until fully billed.

G.4.3 To determine the fiscal year of the funds refer to the "Job Order Number" (JON) column listed in the Appropriations and Accounting Data listed elsewhere in this Section G. The first year represents the fiscal year.

G.5 DFAS: SPECIAL PAYING INSTRUCTIONS

G.5.1 DFAS will make payments as billed.

G.6 PHASE I: LIMITATION ON BILLING

G.6.1 Pursuant to Provision B.3.1 the contractor will only bill for costs incurred under Phase I up to an amount of \$50,000.00. Also pursuant to Provision B.3.1 the contractor will not bill for any fixed fee under Phase I. However, fixed fee will be paid for work performed under Phase II, in accordance with Provision B.3.2.

\*\*\* END OF NARRATIVE G 001 \*\*\*

G-7 REVIEW OF VOUCHERS

The parties agree that the contractor will submit the first public voucher due under this contract to the DCAA office in Anchorage, Alaska, for review and processing.

\*\*\* END OF NARRATIVE G 002 \*\*\*



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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-3	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-4	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-5	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-6	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-7	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-8	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-9	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-10	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-11	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-12	252.246-7001	WARRANTY OF DATA	DEC/1991
H-13	252.227-7039	PATENTS -- REPORTING OF SUBJECT INVENTIONS	APR/1990

The Contractor shall furnish the Contracting Officer the following:

(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-14	52.204-4005 (TACOM)	REQUIRED USE OF ELECTRONIC CONTRACTING	DEC/2002
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(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)  
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>  
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner

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Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to [amsta-idq@tacom.army.mil](mailto:amsta-idq@tacom.army.mil), to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

- (f) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (586) 574-7059.  
[End of Clause]

H-15	52.216-4008	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS	JUN/1989
	(TACOM)		

The Contractor shall review the funding as it relates to work performed on the cost reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO) and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON) unless requested otherwise by the PCO.

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H-16	52.246-4026	LOCAL ADDRESSES FOR DD FORM 250	MAR/2002
	(TACOM)		

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:  
  
[DD250@tacom.army.mil](mailto:DD250@tacom.army.mil)
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:  
  
(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

- (c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>  
  
[End of Clause]

H-17      ROUTING OF FIRST VOUCHER

The contractor hereby agrees to route the first two (2) vouchers submitted under this contract to the DCAA office located in Anchorage, Alaska. All subsequent vouchers may be submitted through the DCAA office located in Seattle, Washington. Questions on the locations of

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these offices or on how vouchers are submitted may be referred to the ACO, listed in the Section G "Communications" clause.

\*\*\* END OF NARRATIVE H 001 \*\*\*

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-15	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-16	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-18	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-20	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-21	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-22	52.216-8	FIXED FEE	MAR/1997
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-24	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-25	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-26	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-27	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-28	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-29	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-30	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-31	52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR/1984
I-32	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-33	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-34	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-35	52.223-2	CLEAN AIR AND WATER	APR/1984
I-36	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-37	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-38	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2003
I-39	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-40	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-41	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-42	52.227-11	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN/1997
I-43	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-44	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-45	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-46	52.232-11	EXTRAS	APR/1984
I-47	52.232-17	INTEREST	JUN/1996
I-48	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-49	52.232-25	PROMPT PAYMENT	FEB/2002

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	Regulatory Cite	Title	Date
I-50	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-51	52.233-1	DISPUTES	JUL/2002
I-52	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-53	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-54	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-55	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-56	52.242-13	BANKRUPTCY	JUL/1995
I-57	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE V, dated April 1984))	AUG/1987
I-58	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-59	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-60	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-61	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	JUN/2003
I-62	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-63	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-64	52.249-13	FAILURE TO PERFORM	APR/1984
I-65	52.249-14	EXCUSABLE DELAYS	APR/1984
I-66	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-67	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-68	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-69	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-70	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-71	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-72	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-73	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-74	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-75	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-76	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-77	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	APR/2003
I-78	252.225-7017	PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA	FEB/2000
I-79	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-80	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-81	252.227-7013	RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (ALT I)	JUN/1995
I-82	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-83	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-84	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-85	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-86	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-87	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-88	252.232-7006	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD	AUG/1992
I-89	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-90	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-91	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-92	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-93	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990
(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero (0) or the overtime premium is paid for work--			
(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;			
(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;			

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- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-94      52.219-4      NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS      JAN/1999

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-
  - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
  - (ii) Otherwise successful offers from small business concerns;
  - (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
  - (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[ ] Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

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(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

[End of Clause]

I-95	52.223-11	OZONE-DEPLETING SUBSTANCES	MAY/2001
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(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-96	52.232-22	LIMITATION OF FUNDS	APR/1984
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(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the TERMINATION clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the TERMINATION

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE07-03-C-L149      MOD/AMD</p>	<p style="text-align: center;"><b>Page 24 of 29</b></p>
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clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form, other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.  
(End of clause)

I-97      52.252-6      AUTHORIZED DEVIATIONS IN CLAUSES      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-98      252.204-7004      REQUIRED CENTRAL CONTRACTOR REGISTRATION      NOV/2001

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)



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(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-99                      252.247-7023                      TRANSPORTATION OF SUPPLIES BY SEA                      MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

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(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

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(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-100	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
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(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties

(1) In all subcontracts hereunder, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

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(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

[End of Clause]

I-101      52.204-4009      MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION      JUN/1999  
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST, DD FORM 1423	16-SEP-2003	003	

CONTRACT DATA REQUIREMENT LIST (DD FORM 1423)

A. CONTRACT LINE ITEM NO.: 0003  
B. EXHIBIT A  
C. CATEGORY: Reporting  
D. SYSTEM ITEM: Innovative Modular Logistics Technology  
E. SOLICITATION NUMBER: DAAE07-03-Q-BAA1, Topic 37  
F. CONTRACTOR: Alkan Shelter, LLC

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1. DATA ITEM: A001  
2. TITLE OF DATA ITEM: Progress & Status Reports  
3. SUBTITLE: N/A  
4. AUTHORITY: N/A  
5. CONTRACT REFERENCE: C.2.8, C.3.8  
6. REQUIRING OFFICE: AMSTA-TR-R  
7. DD 250 REQUIRED: No  
8. APP CODE: N/A  
9. DISTRIBUTION STATEMENT REQUIRED: No  
10. FREQUENCY: See Block 16 below  
11. AS OF DATE: See Block 16 below.  
12. DATE OF FIRST SUBMISSION: 60 days after contract award  
13. DATE OF SUBSEQUENT SUBMISSIONS: see Block 16 below

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14. DISTRIBUTION:

A. ADDRESSEES:	B. COPIES:	DRAFT	FINAL
COTR: Mr. Robert Pisarski, TACOM, email: pisarskr@tacom.army.mil			1
Buyer: Mr. Paul Veselenak, TACOM, email: veselenp@tacom.army.mil			1
	15. TOTAL:		2

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16. REMARKS: The contractor shall submit a Progress & Status Report 60 days after contract award in Phase I, in accordance with C.2.8. The contractor shall submit Progress & Status Reports every 60 days during Phase II, beginning 60 days after the start of Phase II, in accordance with Provision C.3.8 of the contract. No Progress & Status Report will be due at the end of either Phase I or Phase II when a Final Report will be due, instead. These Progress & Status Reports shall describe the progress of the contract, including a summary of any significant progress, findings, accomplishments, issues and problems encountered in performing the specific tasks incorporated in the contract's Section C Scope of Work. These reports will include a description of the costs incurred to date, including a specific description of the costs incurred since the last progress report was issued. These Progress & Status Reports shall be submitted electronically to the addressees listed in Block 14 above and must be readable in Microsoft Word. Any drawings or photos which cannot be feasibly provided in electronic format may be provided in a CD, sent to the COTR at his mailing address listed in the Section G "Communications" clause. Contractor format is acceptable for these reports.

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17. PRICE GROUP: N/A  
18. ESTIMATED TOTAL PRICE: N/A

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1. DATA ITEM: A002  
2. TITLE OF DATA ITEM: Final Report  
3. SUBTITLE: N/A  
4. AUTHORITY: N/A  
5. CONTRACT REFERENCE: C.2.9, C.3.9  
6. REQUIRING OFFICE: AMSTA-TR

7. DD 250 REQUIRED: Yes
8. APP CODE: N/A
9. DISTRIBUTION STATEMENT REQUIRED: N/A
10. FREQUENCY: See Block 16 below
11. AS OF DATE: See Block 16 below
12. DATE OF FIRST SUBMISSION: See Block 16 below
13. DATE OF SUBSEQUENT SUBMISSION: See Block 16 below

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14. DISTRIBUTION:

A. ADDRESSEES:	B. COPIES:	DRAFT	FINAL
COTR: Mr. Robert Pisarski, TACOM, email: pisarskr@tacom.army.mil		1	1
Buyer: Mr. Paul Veselenak, TACOM, email: veselenp@tacom.army.mil		1	1
	15. TOTAL:	2	2

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16. REMARKS: The contractor shall prepare and submit electronically a draft Final Report to the addressees listed in Block 14 above for Phase I of the contract by 10 Apr 04, in accordance with Provision C.2.9 of the contract. The government COTR will have 15 days to review this draft Final Report and provide comments back on it to the contractor. The contractor will submit the Final Report for Phase I by 10 May 04. The contractor shall prepare and submit electronically for Phase II of the contract a draft Final Report by 10 Apr 05. The government COTR will have 15 days to review this draft Final Report and provide comments back to the contractor. The contractor will submit the Final Report for Phase II by 10 May 05. For both Phase I and for Phase II both the draft Final Report and the Final Report will be submitted in a format that is readable by the Microsoft for Word format. If it's not feasible to submit electronically drawings and photos in the Final Report for either Phase I or Phase II then these can be provided by the contractor in a CD which is sent to the government COTR's mailing address listed in the Section G clause entitled "Communications". Contractor format is acceptable for both the draft Final Report and the Final Report for both Phase I and for Phase II. The Final Reports for both Phase I and for Phase II will include a detailed description and summary of the findings, accomplishments, issues, and problems encountered in performing the specific tasks set forth in the contract's Section C Scope of Work for those respective Phases. In addition the Phase I Final Report will specifically include concept drawings for at least 2 potential MLTT systems, a review and analysis of existing material handling systems, a review and analysis of potential materials, a review and analysis of existing tracking and identification systems, a review and analysis of existing logistic handling systems, and proposed testing requirements for a MLTT system that might be recommended in Phase II. In addition, the Phase II Final Report will specifically include test data and results for testing conducted during Phase II, drawings, concept costs, and photos pertaining to the research conducted on the recommended MLTT system developed in Phase II. The Phase II Final Report will also include a summary of the recommended MLTT system developed and constructed in Phase II including any disadvantages, advantages, and overall suitability of that recommended MLTT system for potential future application, including any possible modifications which might be needed for that system. Finally, the Final Reports for both Phase I and for Phase II shall include a description of the costs incurred by the contractor in performing Phase I and Phase II, respectively. of the contract.

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17. PRICE GROUP: N/A
  18. ESTIMATED TOTAL PRICE: N/A
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1. DATA ITEM: A003
2. TITLE OF DATA ITEM: Meeting Minutes
3. SUBTITLE: N/A
4. AUTHORITY: N/A
5. CONTRACT REFERENCE: C.2.6, C.3.6, C.3.7
6. REQUIRING OFFICE: AMSTA-TR
7. DD 250 REQUIRED: No
8. APP CODE: N/A
9. DISTRIBUTION STATEMENT REQUIRED: N/A
10. FREQUENCY: See Block 16 below
11. AS OF DATE: See Block 16 below
12. DATE OF FIRST SUBMISSION: See Block 16 below

13. DATE OF SUBSEQUENT SUBMISSION

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14. DISTRIBUTION:

A. ADDRESSEES:	B. COPIES:	DRAFT	FINAL
COTR: Mr. Robert Pisarski, TACOM, email: pisarskr@tacom.army.mil			1
Buyer: Mr. Paul Veselenak, TACOM, email: veselenp@tacom.army.mil			1
	15. TOTAL:		2

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16. REMARKS: The contractor shall prepare and electronically submit Start of Work Meeting Minutes which can be read in Microsoft Word to the addressees listed in Block 14 above within seven (7) days of both the Phase I and Phase II Start of Work Meetings, in accordance with C.2.6 and C.3.6. These Meeting Minutes will document, at a minimum, when the Start of Work Meeting took place, where it was held, who attended it, the specific topics which were discussed and any decisions or plans made at these meetings. The contractor shall also electronically submit Meeting Minutes which can be read in Microsoft Word to the addressees listed in Block 14 above within seven (7) days after each Phase II Progress Meeting, in accordance with C.3.7. These Progress Meeting Minutes shall document for each Progress Meeting, at a minimum, when the meeting was held, where it was held, who attended, the specific topics that were discussed and any decisions or plans made during the meeting. Contractor format is acceptable for the Meeting Minutes for both the Phase I and Phase II Start of Work Meetings and for the Phase II Progress Meetings..

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17. PRICE GROUP: N/A  
18. ESTIMATED TOTAL PRICE: N/A

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